

**Certificate of Notice Page 1 of 3**  
**United States Bankruptcy Court**  
**Eastern District of Pennsylvania**

In re:  
 James Joseph Conaway  
 Debtor

Case No. 16-10328-sr  
 Chapter 13

**CERTIFICATE OF NOTICE**

District/off: 0313-2

User: Virginia  
 Form ID: pdf900

Page 1 of 1  
 Total Noticed: 1

Date Rcvd: Nov 03, 2016

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Nov 05, 2016.

db +James Joseph Conaway, 2209 Fitzwater Street, Philadelphia, PA 19146-1132

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. NONE.

TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.  
 USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

**Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.**

Date: Nov 05, 2016

Signature: /s/Joseph Speetjens

**CM/ECF NOTICE OF ELECTRONIC FILING**

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on November 3, 2016 at the address(es) listed below:

DAVID M. OFFEN on behalf of Debtor James Joseph Conaway dmo160west@gmail.com,  
 davidoffenecf@gmail.com  
 FREDERICK L. REIGLE ecfmail@fredreiglech13.com, ecf\_frpa@trustee13.com  
 FREDERICK L. REIGLE on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglech13.com,  
 ecf\_frpa@trustee13.com  
 JOSHUA ISAAC GOLDMAN on behalf of Creditor Quicken Loans Inc. bkgroup@kmllawgroup.com,  
 bkgroup@kmllawgroup.com  
 POLLY A. LANGDON on behalf of Trustee FREDERICK L. REIGLE ecfmail@fredreiglech13.com,  
 ecf\_frpa@trustee13.com  
 United States Trustee USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 6

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

James Joseph Conaway aka James J. Conaway, Jr. <u>Debtor</u>	CHAPTER 13
Quicken Loans Inc. <u>Movant</u> vs. James Joseph Conaway aka James J. Conaway, Jr. <u>Debtor</u>	NO. 16-10328 SR
Frederick L. Reigle Esq. <u>Trustee</u>	11 U.S.C. Section 362

**STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on Debtor's residence is \$4,793.20, which breaks down as follows;

Post-Petition Payments:	August 2016 through October 2016 at \$1,365.10 each
Fees & Costs Relating to Motion:	\$1,026.00 (\$850.00 in attorney fees & \$176.00 in costs)
Suspense Balance:	\$328.10
<b>Total Post-Petition Arrears</b>	<b>\$4,793.20</b>

2. Debtor shall cure said arrearages in the following manner;
  - a). Within seven (7) days of the filing of this Stipulation, Debtor shall tender a down payment of \$1,365.10.
  - b). Beginning November 2016 and continuing through June 2017, until the arrearages are cured, Debtor shall pay the present regular monthly payment of \$1,365.10 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of \$571.35 towards the arrearages on or before the last day of each month at the address below;

Quicken Loan Inc.  
635 Woodward Avenue  
Detroit, MI 48226

- c). Maintenance of monthly mortgage payments that are subject to change under the Note to the Movant thereafter.

3. Should debtor provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor and Debtor's attorney of the default in writing and the Debtor may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

5. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

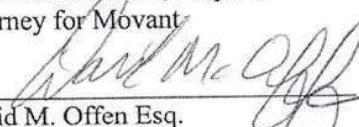
9. The parties agree that a facsimile signature shall be considered an original signature.

Date: October 6, 2016

/s/ **Joshua I. Goldman, Esquire**

Joshua I. Goldman, Esquire  
Attorney for Movant

Date: 10/28/2016

  
\_\_\_\_\_  
David M. Offen Esq.

Attorney for Debtor

Date: 10/27/16

  
\_\_\_\_\_  
Frederick L. Reigle, Esquire  
Chaper 13 Trustee

Approved by the Court this 3rd day of November, 2016. However, the court retains discretion regarding entry of any further order.

  
\_\_\_\_\_  
Stephen Raslavich

Bankruptcy Judge  
Stephen Raslavich